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RECORDATION REQUESTED BY:

Crystal Lake Bank & Trust
Company, N.A.
70 N. Williams Street
Crystal Lake, IL 60014

Doc#: 2225813201 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/15/2022 03:38 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Crystal Lake Bank & Trust
Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Bill Dallner, Loan Documentation Administrator
Crystal Lake Bank & Trust Company, N.A.
70 N. Williams Street
Crystal Lake, IL 60014

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 19, 2022, is made and executed between 2965 N. Elston LLC, an Illinois Limited Liability Company, whose address is 6351 W. Montrose Avenue, Unit 140, Chicago, IL 60634-1563 (referred to below as "Grantor") and Crystal Lake Bank & Trust Company, N.A., whose address is 70 N. Williams Street, Crystal Lake, IL 60014 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2021 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage recorded October 22, 2021 as Document # 2129528284 in Cook County Clerk's office, Cook County, state of Illinois.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

Lot 39 in Sundmacher and Glade's Subdivision of part of Lot 19 lying in the Southeast 1/4 of the Northeast 1/4 of Snow Estate Subdivision in Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 2965 N. Elston Avenue, Chicago, IL 60618-7907. The Real Property tax identification number is 13-25-219-005-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The definition of Note is hereby restated in its entirety to mean the following:

The word "Note" means the promissory note dated July 15, 2022, as amended from time to time, in the original principal amount of \$1,021,125.00 from Borrower to lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE..**

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their

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MODIFICATION OF MORTGAGE (Continued)

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respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 19, 2022.

GRANTOR:

2965 N. ELSTON LLC

By: Kevin Murphy
 Kevin Murphy, Manager of 2965 N. Elston LLC

LENDER:

CRYSTAL LAKE BANK & TRUST COMPANY, N.A.

X [Signature]
 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this 10 day of July, 2022 before me, the undersigned Notary Public, personally appeared **Kevin Murphy, Manager of 2965 N. Elston LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By _____ Residing at _____

Notary Public in and for the State of IL

My commission expires 4/12/2026



[Handwritten Signature]

NOTARY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF McHenry)



On this 19th day of July, 2022 before me, the undersigned Notary Public, personally appeared Brian Fowler and known to me to be the VP, authorized agent for **Crystal Lake Bank & Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Crystal Lake Bank & Trust Company, N.A.**, duly authorized by **Crystal Lake Bank & Trust Company, N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Crystal Lake Bank & Trust Company, N.A.**

By Crystal Jay Soenkse Residing at McHenry, IL
 Notary Public in and for the State of IL
 My commission expires 9-13-22

McHenry County Clerk's Office